

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EPIC GAMES, INC.,

Plaintiff,

v.

APPLE INC.,

Defendant.

Case No. 4:20-cv-05640-YGR

**ORDER GRANTING MOTION FOR JUDGMENT
ON THE PLEADINGS**

Re: Dkt. No. 113

APPLE INC.,

Counterclaimant,

v.

EPIC GAMES, INC.,

Counter-Defendant.

On November 10, 2020, the Court heard oral argument on plaintiff and counter-defendant Epic Games, Inc.’s (“Epic Games”) motion for judgment on the pleadings, which was fully briefed. (Dkt. Nos. 113, 129, 135.) For the reasons stated on the record, and confirmed herein, having carefully considered the briefing and arguments submitted in this matter, the Court **GRANTS** Epic Games’ motion for judgment on the pleadings. *See JRS Products, Inc. v. Matsushita Electr. Corp. of Am.*, 115 Cal.App.4th 168, 183 (2004) (“[W]rongful or not, the termination [of the contract] is not ‘independent’ of [defendant’s] interference with [plaintiff’s] interest. . . . [A] breach of contract claim cannot be transmuted into tort liability by claiming that the breach interfered with the promisee’s business.”); *Plummer v. Day/Eisenberg, LLP*, 184 Cal.App.4th 38, 45 (2010) (“Neither legal title nor absolute ownership of the property is necessary. . . . A party need only allege it is ‘entitled to immediate possession at the time of conversion. . . .’ . . . However, a mere contractual right of payment, without more, will not suffice.”).

1 Accordingly, defendant and counterclaimant Apple Inc.'s ("Apple") counterclaims for
2 Intentional Interference with Prospective Economic Advantage (Count IV) and Conversion (Count
3 V) are hereby **DISMISSED WITH PREJUDICE**, and Apple's requests for punitive damages are also
4 **DISMISSED WITH PREJUDICE**.

5 **IT IS SO ORDERED.**

6 Dated: November 18, 2020

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9 YVONNE GONZALEZ ROGERS
UNITED STATES DISTRICT JUDGE

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United States District Court
Northern District of California